



Interoffice Memorandum


APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS


APR 07 2015 KH/JP

REAL ESTATE MANAGEMENT ITEM 1

DATE: March 16, 2015

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

THROUGH: Ann Caswell, Manager 
Real Estate Management Division

FROM: Elizabeth Price Jackson, Senior Title Examiner 
Real Estate Management Division

CONTACT PERSON: Ann Caswell, Manager

DIVISION: Real Estate Management
Phone: 836-7082

ACTION REQUESTED: APPROVAL AND EXECUTION OF PERMISSION TO ENTER PROPERTY (ENTRY AGREEMENT) GENERAL BETWEEN ORANGE COUNTY, STATE OF FLORIDA, DEPARTMENT OF ENVIRONMENTAL PROTECTION BY ITS AGENCY TERM CONTRACTOR APPLIED SCIENCE AND ENGINEERING AND DELEGATION OF AUTHORITY TO THE REAL ESTATE MANAGEMENT DIVISION TO EXERCISE RENEWAL OPTIONS, IF NEEDED, FOR REMEDIATION ACTIVITIES

PROJECT: 5505 E. Colonial Drive (Millennium Park Expansion)

District 5

PURPOSE: To provide access to County-owned property for assessment and any required remediation activities.

ITEM: Permission to Enter Property (Entry Agreement) General
Revenue: None
Size: 1.56 acres
Term: 1 year
Options: Two, 1-year renewals

APPROVALS: Real Estate Management Division
County Attorney's Office
Parks and Recreation Division
Risk Management Division

REMARKS: This Entry Agreement allows for assessment and remediation activities as directed by the State of Florida, Department of Environmental Protection (FDEP). The FDEP is monitoring groundwater contamination which may be flowing towards the County's property from an adjacent site. The Risk Management Division will be provided results of all testing.

A file labeled "BCC Agenda Backup" containing a copy of this agenda item and all supporting documentation is in the top drawer of the BCC file cabinet in the supply room adjacent to Commissioner Thompson's office.

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PERMISSION TO ENTER PROPERTY (Entry Agreement)

General

1. The undersigned property owner, Orange County Board of County Commissioners ("Orange County" or "County") ("undersigned"), hereby gives permission to State of Florida, Department of Environmental Protection ("Department") and its Agency Term Contractor (contractors), including **Applied Science and Engineering** to enter the undersigned's property ("the property") located at 5505 E. Colonial Drive, Orlando, FL (Parcel ID# 21-22-30-4828-00-210, as per Orange County Property Appraiser).
2. This permission is specifically limited to the following activities which may be performed by the Department or contractors: **any assessment and remediation activities dictated by the Florida Department of Environmental Protection (FDEP).**
3. Department, its agents or contractors may enter the property during normal business hours as described herein and may also make arrangements to enter the property at other times after agreement from the undersigned.
4. During the term of this Entry Agreement, Department shall provide and maintain such general liability and automobile insurance with limits of not less than \$1,000,000 per occurrence and workers' compensation insurance or self insurance as required by Florida Statute 440. All such insurance or self-insurance shall be primary to, and not contribute with, any insurance or self-insurance maintained by County. In the event Department subcontracts any part or all of its operations as described in this or related in any way to this agreement, Department shall require its subcontractor(s) to acquire and maintain workers' compensation, automobile and general liability insurance coverage in such amounts as described in this agreement. Department shall include in its contract with subcontractor(s) a provision whereby the subcontractor agrees to defend, indemnify and hold harmless Orange County from all injury and property resulting from its operations and to include County as an additional insured on the subcontractor's general liability insurance policy.
5. Department assumes any and all risk of injury and property damage attributable to the acts or omissions of its officers, employees and sub-contractor(s) and agrees to defend, indemnify and hold harmless Orange County and its officers, employees and agents from all claims, actions, losses, judgments, fines, liabilities, costs and expenses in connection therewith. More specifically, to the extent permitted by law, Department shall indemnify and hold Orange County, its officers, agents and employees harmless from and against any and all claims, liability, demands, damages, surcharges, expenses, fees, fines, penalties, suits, proceedings, actions and fees (including, without limitation, reasonable

Project: 5505 E. Colonial Drive (Millennium Park Expansion)

paralegal and attorney fees and expenses, whether in court, out of court, in administrative proceedings, or on appeal), including damage to property or property rights that may arise and which are proximately caused by the acts, errors, or omissions of Department, its agents, representatives and subcontractors, arising out of its activities related to the testing. In addition, without limiting the foregoing, in the event that any act or omission of Department, its agents, representatives and subcontractors, arising from or related to this Agreement results in any spill or release of hazardous materials or other pollutants, as those terms are defined in federal and state environmental laws and regulations, including, without limitation any petroleum-based substances, then, to the extent permitted by law, Department shall indemnify and hold Orange County, its officers, agents and employees harmless from and against any and all claims, liability, demands, damages, surcharges, expenses, fees, fines, penalties, suits, proceedings, actions, fees, including, without limitation, all reasonable, actual cleanup or remediation costs and expenses expended by Orange County at the direction of any federal or state agency having jurisdiction, and further including, without limitation, reasonable paralegal and attorney fees and expenses, whether in court, out of court, in administrative proceedings, or on appeal. Department shall be responsible for the immediate notification to the County of any environmental condition, spill, or release, or any other condition or occurrence of which it becomes aware that may result in a claim for damages, or that occurs as a result of Department activities related to this Agreement. Neither party to this agreement waives its right to sovereign immunity under the law.

Specifically

- Time Limits:** Access will be between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday.
- Points of Contact:** Primary: Matt Suedmeyer, Parks & Recreation Division (407) 836-6202
Secondary: Steve Lorman, Real Estate Management (407) 836-7065
- Restoration:** All tools, equipment and other property owned by the Department which is placed upon the land by the Department shall remain the property of the Department and all such property shall be removed by the Department upon completion of this work. Furthermore, upon completion of the testing the property shall be returned to the same general condition as it was prior to the samples being taken.
- Termination Date:** The permission to enter the property is granted for a period of one year following the date of execution of this document by Orange County. This agreement may be extended for up to two, one-year periods; however, any such extension must be requested in writing by Government and may be agreed to in writing by Orange County Real Estate Management.

